



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Shelby County Government Purchasing Department

**160 N. Main, Suite 900
Memphis, TN 38103**

Issued: March 26, 2015

Due: April 10 , 2015 at 4:00 PM (Central Standard Time)

RFP # 15-003-42

**CHILLER REPAIR
SHELBY COUNTY GOVERNMENT ARCHIVES
BUILDING
150 WASHINGTON AVENUE
MEMPHIS, TENNESSEE 38103**

Shelby County Government is soliciting proposals for the Repair two (2) Defective Compressors on Chiller # 1 located at Shelby County Archives Building, 150 Washington Avenue, Memphis, Tennessee 38103 for Shelby County Government. The Request for Proposals is located on the County's website at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids". Bidders are required to download the information for submittal.

A voluntary pre-bid conference will be held Thursday, April 2, 2015 at 2:30 p.m. at Shelby County Purchasing Department, Conference Room, 160 North Main Street, Suite 900, Memphis, Tennessee 38103.

Proposals must be received in the office of the Administrator of Purchasing **no later than April 10, 2015 at 4:00 p.m.** Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Suite. 900
Memphis, TN 38103**

The package containing an original (**clearly identified as original**), six (6) copies and one (1) digital CD must be sealed and marked with the Bidders name and **CONFIDENTIAL, “CHILLER REPAIR, SHELBY COUNTY ARCHIVES BUILDING, 150 WASHINGTON AVENUE, MEMPHIS, TENNESSEE, 38103, RFP # 15-003-42”** noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department, Shelby County Government

**Cc; Cliff Norville, Support Services
Diep Tran, Support Services**

I. INTRODUCTION

Shelby County Government is seeking proposals from interested and qualified contractors to Repair two (2) Defective Compressors on Chiller # 1 located at Shelby County Archives Building, 150 Washington Avenue, Memphis, Tennessee 38103. This Request for Proposal is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP document.

II. MINIMUM PROPOSER REQUIREMENTS

All bidders must:

1. **Prime** and **LOSB** contractors must **apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration **prior to submitting your response**.
2. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
3. Meet all other requirements for the performance such as LOSB and performance requirements for Services in accordance with the provisions of this Sealed Bid.
4. Must submit a Bid Bond in the amount of 5% of their bid. This bond must be submitted with your bid.
5. The successful contractor must be able to submit a performance/labor material bond separate bonds each in the amount of 100% of the amount of the contract.
6. Must submit LOSB Form B and A with their bid. Please see page 22, item L for documents to be submitted with your bid.
7. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
8. A written statement of compliance to Title VI must be submitted in your bid response. Please see item “H” for Title VI.
9. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.

III. CORRESPONDENCE

All correspondence, proposals, and questions concerning the Request For Proposal are to be submitted to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103
(901) 222-2250

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the REQUEST FOR PROPOSAL to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Tuesday , April 7, 2015 @ 12:00 p.m.***

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty eight (48) hours of the above cut-off date.

These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this Sealed Bid may disqualify your company from further consideration.

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP being due, bid will be accepted pending EOC approval of their application.

If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901) 222-1100.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than **Friday, April 10, 2015 @ 4:00 PM. (CST)**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Bidders shall be notified.

| | |
|--------------------------------------|---|
| Request For Proposal Released | Wednesday, March 25, 2015 |
| Pre-Bid Conference | Thursday, April 2, 2015 at 2:30 am. |
| Deadline for Questions | Tuesday, April 7, 2015 at 12:00 p.m. |
| Proposal Due Date | Friday, April 10, 2015 at 4:00 p.m. |
| Notification of Award | April 2015 |

The County may reproduce any of the Bidders proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Bidders, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Bidders responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Bidders agree that all costs incurred in developing this RFP are the Bidders responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for one hundred twenty (120) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities.

The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements.

The Provider shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Provider will maintain throughout the life of this Contract insurance, through insurers rated A- X or better by A. M. BEST, in the following minimum requirements:

Commercial General Liability Insurance - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- A. Premises/Operations
- B. Products/Completed Operations
- C. Contractual
- D. Independent Contractors
- E. Broad Form Property Damage
- F. Personal Injury and Advertising Liability.
- G. \$5,000.00 per person medical payments

Workers Compensation and Employers Liability Insurance- As required by Tennessee State Statue. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

Business Automobile Liability Insurance – minimum \$1,000,000 single limit each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos.

Installation Floater-To be provided in full amount of contract for chiller repair/replacement. Coverage is to be included for testing.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Provider shall provide County with a current Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103

VIII. LOSB

SHELBY COUNTY GOVERNMENT LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM FOR CONSTRUCTION SERVICES

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that **10%** of the contract sum will be contracted with LOSB vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County

160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: Carolyn.Griffin@shelbycountyttn.gov

Definitions

The definitions used in this document are as follows:

1. **“Bidder”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities, or services.
2. **“Certification”** or **“Certified”** means a Business that is certified by Shelby County Government under the LOSB program.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOSBS)”** means a business whose home office is located in Shelby County, with average annual sales of 5,000,000 or less over the past three (3) years and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOSBS”** means a business, which is not certified as a LOSBS.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the

greatest extent possible a level of participation by LOSB's taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's. This review is based on the availability of qualified LOSB's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. Pre-Bid Activity

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

2. Contractor's Responsibilities

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOS Form "A."** and submitted with your bid.

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOS Form "B."** This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOS Form "C"** or **LOS Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOS Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOS Form "B."** Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOS Form "C."**

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOS Form "B"** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOS Form "D"** certifying all payments made to LOSB's.

3. LOSB Responsibilities

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOS Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

Written Agreement

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

Monitoring LOSB Utilization

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's/ LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

Efforts to Achieve LOSB Participation

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on **LOS Form "A,"** which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
 - a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
 - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

Substitution of LOSB's after Contract Award

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

Noncompliance with LOSB Program

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or, other reasons deemed appropriate by Shelby County.

Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: Carolyn.Griffin@shelbycountyttn.gov

Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB Program Forms Description

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B -- LOSB Utilization Plan**

A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B,"** if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB Form "B"** prior to award of a contract. **LOSB Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB Form "B."**

LOSB Form C --Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services.

Contractors are required to have each subcontracted LOSB providing services complete **LOSB Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOSB Form D** – Statement of Payments to LOSB's

Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOSB Form "D."** The form is required to be submitted to Shelby County each month. **LOSB Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

**Shelby County
 LOSB Program
 LOSB FORM A
 CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION
 (To Be Submitted with the Bid/Proposal)**

Company Name: _____
Bid No.: _____

I certify that the following efforts where made to achieve LOSB participation: **YES NO**

| | | | |
|---|--|--|--|
| A | Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service | | |
| B | Direct mailing, electronic mailing, facsimile or telephone requests | | |
| C | Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation | | |
| D | Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/SEALED BID related items at no charge, and allowed sufficient time for review prior to the bid deadline | | |
| E | Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities | | |
| F | Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities | | |

Additionally, I contacted the referenced LOSB's and sealed bid/proposal. The responses I received were as follows:

| Name and Address of LOSB | Type of Work And Contract Items, Supplies or Services to be Performed | Response | Reason for Not Accepting Bid/Proposal |
|---|--|-----------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(If additional space is required, this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this SEALED BID's purpose.

Reasons for the "Unavailability":

Submitted by:

 Authorized Representative Signature

 Title

 Date

**Shelby County
LOSB Program**

LOSB FORM B

LOSB UTILIZATION PLAN

(To Be Submitted with the Bid/Proposal)

Company: _____

Bid No.: _____

I, _____, do certify that on the following procurement opportunity,
(Contractor)
_____, the following LOSB's will be utilized as sub-contractors,
(Opportunity)
suppliers, or to provide professional services:

| Name | Description of Work | Contract Value | LOSB Number |
|------|---------------------|----------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____

TOTAL % OF LOSB PARTICIPATION: _____

The successful bidder is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
LOSB Program
LOSB FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES
(To Be Submitted Prior to Contract Award)**

Company Name: _____
Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a LOSB.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

at the following price: \$_____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies, or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information: Submitted by: _____

Business: _____ Authorized Representative (Print):

Address: _____

Title: _____

Phone: _____ Authorized Representative's Signature:

Facsimile: _____ Date: _____

**Shelby County
LOSB Program**

LOSB FORM D

STATEMENT OF PAYMENTS TO LOSB'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

| Name of Firm | Description of work | Total Amount Due This Month | Total Dollars Paid To Date | % of Contract Completed | Start Date of Contract | End Date of Contract |
|---------------------|----------------------------|------------------------------------|-----------------------------------|--------------------------------|-------------------------------|-----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print):

Address: _____

Title: _____

Phone: _____

Authorized Representative's Signature:

Facsimile: _____

Date: _____

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

1. The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
2. Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
3. The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
4. After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
5. On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
6. Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
7. Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
8. As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
9. In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$ 500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

10. For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

11. The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

12. The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

13. The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

14. The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

IX. DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, here states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. ~ 50-9-113. Further affiant smith not.
Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained. Witness my hand and seal at office this day of _____.

Notary Public

My commission expires:

X. GRATUITY DISCLOSURE FORM:

**CODE OF ETHICS
Section 18-59**

**SHELBY COUNTY GOVERNMENT
GRATUITY DISCLOSURE FORM**

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, subcontract, land use approval or financial grant of money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. NAME:

2. DATE OF GRATUITY:

3. NATURE AND PURPOSE OF THE GRATUITY:

**4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER
WHO RECEIVED THE GRATUITY:**

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:

7. DESCRIPTION OF THE GRATUITY:

8. COST OF THE GRATUITY: (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. AFFIDAVIT:

The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Date

Print Name

A copy of your completed form will be placed on the Shelby County Internet Website.

XI. FORMS TO BE SUBMITTED:

LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE.

LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.

LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION. ONLY REQUIRED AFTER THE AWARD OF THE BID.

LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.

DRUG FREE WORKPLACE AFFIDAVIT – MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

BID BOND – ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.

NOTE: THE SUCCESSFUL CONTRACTOR WILL SUBMIT LOSB FORM C AND D.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.

XII. General Requirements:

A. Scope of Work

The scope of this project includes the replacement of two defective compressors on Chiller #1 with two remanufactured compressors, in the Shelby County Archives Building at 150 Washington. Shelby County Government (the Owner) shall work in conjunction with the best-qualified, successful vendor (the Contractor) under a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

SERVICES REQUIRED

- Contractor shall recover and clean refrigerant from Chiller #1 following EPA guidelines.
- Contractor shall install required rigging to change out compressors.
- Contractor shall remove two defective compressors, existing liquid and suction line driers.
- Contractor shall install two remanufactured compressors, appropriately sized to match existing. Contractor shall also install new line driers.
- Contractor shall pressure test and evacuate chiller. Contractor shall charge chiller with recovered refrigerant. Contractor shall start chiller and check for proper operation.
- Contractor shall report any irregularities to the Owner and make recommendations for resolution.
- Contractor shall conduct all work during normal business hours.
- Contractor shall provide a one year warranty on labor and installation. Contractor shall submit warranty information from compressor supplier.
- If additional refrigerant is needed, Contractor shall use Owner-supplied refrigerant. Repair and/or replacement of any parts other than described above to be billed separately.

B. Project Time Frame

The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

C. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

D. Selection Criteria

Contract(s) will be awarded based on the lowest responsive proposals received. The contents of the proposal of the successful Bidders will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

E. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal, including a list of current and former clients with a similar profile to Shelby County should be submitted.

VIII. Award of contract:

Bidders are advised that the lowest responsive proposal will be awarded the contract.

XIII. NOTICE TO BIDDERS

Receipt of Bids:

Request For Proposals for the improvements described herein will be received at **THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SUITE 900, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until April 10, 2015 @ 4:00 PM.**

Description of Work:

The proposed work is officially known as: **Chiller Repair, Shelby County Government Archives Building, 150 Washington Avenue, Memphis , TENNESSEE 38103.**

Pre-Bid Meeting:

Bidders are encouraged to attend a pre-bid meeting to be held on **April 2, 2015 @ 2:30 A.M.** at **Shelby County Purchasing Department, 160 North Main Street, Suite 900, Conference Room, Memphis, Tennessee 38103.**

Instruction to Bidders:

- (a) The REQUEST FOR PROPOSAL MUST BE DOWNLOADED FROM THE SHELBY COUNTY GOVERNMENT WEBSITE at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."
- (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) All bidders must be licensed by the Tennessee State Board of Licensing
- (d) General Contractors Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

EOC Requirements:

As a condition precedent to bidding, bidders shall have received a current “Equal Opportunity Compliance Eligibility Number” which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, **901-222-1100**. Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms from the listing that can be obtained from Shelby County EOC department. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

Rejection of Bids:

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF:

CLIFTON DAVIS

**PURCHASING ADMINISTRATOR
SHELBY COUNTY GOVERNMENT**

_____, 2015

XIV.

**BID FORM
RFP # 15-003-42
CHILLER REPAIR
150 WASHINGTON AVENUE**

In compliance with your Invitation for Bids for:

CHILLER REPAIR:

Project Location: 150 Washington Avenue

The undersigned bidder: (Check one)

- ☐ a corporation organized and existing under Tennessee laws;
- ☐ a partnership consisting of _____;
- ☐ an individual trading as _____;

Of the City of _____ having examined the place of the work and attached Contract Documents and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, proposes to furnish and pay for all labor, tools, material, utility fees, plant, federal, state and local taxes and equipment necessary for implementation of the Contract requirements.

The undersigned Bidder further proposes to perform all work as selected by the Owner and furnish and pay for all equipment in accordance with the Contract Documents, within the time limit specified, for the following lump sum price if awarded by the Owner:

Base-Bid Amount

in figures \$ _____

in words _____

The Bidder agrees that if he is awarded this Contract, he will commence construction within 14 calendar days after receipt of signed contract and will be substantially complete with all work in 90 days from the date that a Notice to Proceed is issued and liquidated damages are applied for each day after the 90 days.

The Bidder agrees that all request for extensions of time shall be in writing and that only such extensions of time as are granted by the Owner in writing shall be considered in computing that total Contract time. Owner furnished equipment will be available to the Contractor when the notice to proceed is issued.

Should the Contractor neglect, refuse, or fail to complete the work to be done under the Contract within the time herein specified, after all extension of time granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Contractor for the work to be done under this Contract, an agreed upon sum

equal to Two Hundred Dollars (\$200.00) per calendar day for each and every day that the work is delayed in its completion beyond the specified milestone and substantial completion time. The said \$200.00 per day shall be held by the Owner under a mutual understanding between the Contractor, Contractor's Surety and the Owner. If necessary the Owner shall collect any monies directly from the Contractor or the Contractor's Surety.

Enclosed herewith is a (Certified Check) (Cashier's Check) or a solvent bank (Bidder's Bond) in the amount of

_____ DOLLARS
(\$_____),

Made payable to the Owner as a guarantee of good faith and which the undersigned hereby agrees shall be retained as liquidated damages by the Owner should the Contractor fail to furnish a Performance Bond written by good solvent in a surety company doing business in the State of Tennessee and acceptable to the Owner. The Performance Bond shall be in an amount equal to the gross amount of said Contract, and the Performance Bond shall be made and contract shall be signed within 1 week after date of Notice To Proceed from the Owner of award of Contract, and the check shall be returned to the undersigned upon the signing of the Contract and delivery of the required number of copies of approved Performance Bond to the Owner.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is understood that this bid may not be withdrawn for a period of 120 days after the scheduled time for receipt of bids.

The undersigned declares that _____ is the only person, firm or corporation interested in this proposal, and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to the work bid upon and without collusion or fraud; also that no officer or employee of Shelby County Government who is exclude by law from participating therein, is directly or indirectly interested herein, or in furnishing of the supplies or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof.

Receipt of the following addenda is hereby acknowledged:

_____.
(Insert numbers of all addenda received; if no addenda received, insert "None").

Bidder _____
Signature

Printed Name

Business Address

Full name and residence of all persons interested in the foregoing as principle are:

(Name

(Address)

(Name)

(Address)

(Name of President if a Corporation)

(Name of Secretary if a Corporation)

END OF SECTION